very nature of things, injure and destroy his neighbor's property, notwithstanding the highest possible care is used in the handling of the destructive agency, the result to the adjoining property is just as disastrous as if negligence had intervened. If one may knowingly destroy his neighbor's property in the improvement of his own it is little consolation to the neighbor to know that his property was destroyed with due care and in a scientific manner."

FRAUD—CONDUCT OF NEWSPAPER "POPULARITY CONTEST."—Defendant, owner of a weekly newspaper, organized a "popularity" contest in order to increase the number of his subscribers. He advertised the terms of the contest, including the number of votes to be given for each dollar in renewals, in new subscriptions, and in collections, and announced that "no votes can be bought or otherwise secured" except in the manner outlined. The winner was to receive an automobile. Two days before the close of the contest he turned the ballot-box over to one Collins with instructions to receive any lump sum of money offered and "vote it" for the candidate desired. X deposited $100 without any list of subscribers, voting the 50,000 votes thus obtained for his daughter. At the count the ten ballots representing the $100 were protested by plaintiff, but were allowed and Miss X won the contest by a plurality of 45,490 over plaintiff. If these 50,000 votes had been disallowed, plaintiff would have won by a plurality of 4,510 votes. Plaintiff in an action for damages for fraudulent manipulation of the contest was allowed to recover the value of the prize offered on the ground of an implied contract. *Smead* v. *Stearns,* (Iowa, 1915), 155 N. W. 307.

This case is chiefly of interest as showing what are the rights of a contestant in any of the numerous popularity contests. The court went so far as to intimate that if a list of subscribers had been submitted with these extra ballots, and the names of persons placed thereon without their knowledge that this would not have changed their decision, as such subscriptions would not be "bona-fide." The case of *Ashton* v. *Stoy,* 96 Ia. 197, 64 N. W. 804, would seem to support this dictum.

HUSBAND AND WIFE—WIFE'S LIABILITY ON COVENANTS IN DEED OF HUSBAND'S LANDS.—Defendants, husband and wife, joined in a warranty deed of their home farm, owned by the husband, to plaintiff, who now sues for breach of certain covenants in the deed. *Held* that the wife was not liable on the covenants even under a statute enabling a married woman to contract as a feme sole. *French* v. *Slack,* (Vt. 1915) 96 Atl. 6.

It has been the common law doctrine in the United States that a married woman, because of her inability to contract, was not liable in damages on any covenants for title in conveyances of her own estate. *Strawn* v. *Strawn,* 5 Ill. 33; *Fow er* v. *Shearer,* 7 Mass. 21; *Martin* v. *Dwelly,* 6 Wend. 9; *Hovey* v. *Smith,* 22 Mich. 170; *Wadleigh* v. *Gaines,* 6 N. H. 17; *Sawyer* v. *Little,* 4 Vt. 414. The English doctrine established in *Wotton* v. *Hele,* 2 Saund. 177, that if husband and wife convey her land by fine with warranty, an action will lie against her, seems contrary to the principle of the wife's inability to contract, and has not been adopted in this country. 2 KENT, COMM. *167.

Equity holds a married woman's separate estate liable for all her engagements which affect such estate. BISPHAM, EQUITY (9th ed.) §102, 103; see notes to *Hulme* v. *Tenant,* 1 Lead. Cas. Eq. (3d Am. ed.) 504 et seq. When a wife joins in a conveyance of her husband's land, the common law rule applies in the absence of a statute affecting her liability, and she is ordinarily not bound by the covenants even though she is named in them. *Sanford* v. *Kane,* 133 Ill. 199; *Webb* v. *Holt,* 113 Mich. 338, 341: *Miller* v. *Miller,* 140 Ind. 174; *Curry* v. *Mortgage Co.,* 107 Ala. 429; under a statute relieving the wife of liability; *Bennett* v. *Pierce,* 45 W. Va. 654. Under "married woman's acts" removing the common law disablities as to contract, a married woman is usually held liable on her covenants, whether the conveyance be of her separate estate, or of her husband's lands in which she joins. *Security Bank* v. *Holmes,* 68 Minn. 538; *Fisher* v. *Clark,* 8 Kan. App. 483. The principal case was under a statute providing that "A married woman may make contracts with any person other than her husband, and bind herself and her separate property in the same way as though she were unmarried." Vt. P. S. (1906) §3037. It would seem that the wife's liability under such a statute would be beyond doubt. The covenant of even a stranger to the title is good as to the immediate grantee, and an estate no higher than possession would make his covenant run with the land. *Mygatt* v. *Coe,* 152 N. Y. 457. The wife in such cases occupies a better position than a stranger to the title, as she joins to convey her dower or homestead rights. This Vermont statute has been construed as enabling a married woman to contract only with reference to property held to her sole and separate use, on the theory that to allow a woman to convey land in which her husband had marital rights would deprive him of his property without due process of law. *Hubbard* v. *Hubbard,* 77 Vt. 73; *Barrows* v. *Dugan's Estate,* 88 Vt. 441. That the court felt bound by this construction explains the decision in the principal case, which seems to be at variance with tho ordinary meaning of the statute.

INJUNCTION—NEGOTIABLE NOTES OBTAINED THROUGH FRAUD.—Negotiable notes, unenforceable because of their fraudulent inception and lack of consideration, were past due and in the hands of holders with notice. The maker filed a bill to enjoin the holders from negotiating these notes or from prosecuting any action to recover thereon and to have the notes adjudged void and cancelled. *Held,* that the injunction be granted and that the notes be surrendered for cancellation. *Warnock Uniform Co.* v. *Silver et al* (1915) 156 N. Y. Supp. 637.

As a general rule where the maker of a note has an adequate remedy at law equity will not enjoin the transfer or collection of such note. I JOYCE, INJUNCTIONS, §§ 498a-499. Notwithstanding plaintiff had an adequate remedy at law in way of defense to any action that might have been brought upon the notes, yet the majority opinion in the instant case said the facts presented an exception to the rule stated above. But the court really followed the principle that the exercise of the broad and adequate powers of equity is regulated by a sound discretion, as the circumstances of the individual case may dictate. See *Hamilton* v. *Cummings,* 1 Johns. Ch. 517, for an announce-